

CALIFORNIA, AN ATTORNEY FROM THE STATE WHERE THE PROPERTY IS LOCATED SHOULD BE CONSULTED.

55. ***CONDITIONS PRECEDENT.** Lessor's obligation to consummate the transaction contemplated by this Lease is subject to the satisfaction of all of the following conditions precedent (collectively, "**Conditions Precedent**"):

55.1 **Lease Termination Agreement.** Full execution and delivery by all parties of that certain Lease Termination Agreement dated August 31, 2001 (the "**Lease Termination Agreement**") by and between Lessor and TOYSRUS.COMASSETHOLDCO, LLC, a Delaware limited liability company (the "**Prior Lessee**").

55.2 **Prior Lessee's Performance Under the Lease Termination Agreement.** Prior Lessee shall have performed each and every obligation to be performed by Prior Lessee under the Lease Termination Agreement.

55.3 **Lender's Consent.** Lessor shall have obtained the unconditional written consent of Existing Lender regarding the Lease Termination Agreement and this Lease.

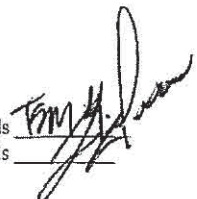
In the event that any of the Conditions Precedent set forth herein are not satisfied within thirty (30) days after the anticipated Commencement Date, then Lessor shall have the right to terminate this Lease by delivering written notice of such election to Lessee, and neither party shall have any further liability in connection with this Lease.

56. **SUBMISSION OF LEASE.** Submission of this Lease for examination or signature by Lessee does not constitute a reservation or an option for lease, and this Lease shall not be effective as a binding instrument or otherwise until full execution and delivery by both Lessor and Lessee.

57. **GRADING.** As a material inducement to Lessor to enter into this transaction with Lessee, Lessee hereby grants to and for the benefit of Lessor and its contractors, subcontractors and employees, at Lessor's sole election (without obligation), the right to enter into that portion of the Premises depicted on Exhibit D as the "Grading Area" to perform grading activities and improvements in accordance with the plans prepared by KCT Consultants, Inc. dated November, 2000 the cover page of which is attached hereto as Exhibit D (the "**Grading Improvements**"); provided, however, Lessor shall use commercially reasonable efforts to not unreasonably interfere with Lessee's conduct of business in the Premises. Notwithstanding that only the cover page of the plans for the Grading Improvements is attached to this Lease, Lessee acknowledges receipt of a copy of the complete plans. If Lessor elects to make the Grading Improvements, Lessee shall be responsible for the repair and maintenance obligations thereof.

58. **MAINTENANCE OBLIGATIONS.** Within ninety (90) days after the Commencement Date, Lessee shall repair (or cause to be repaired), to Lessor's satisfaction, all the punchlist items identified on Exhibit E attached hereto and incorporated herein by this reference.

(SIGNATURES ON NEXT PAGE)



The Parties hereto have executed this Lease at the place on the dates specified above to their respective signatures.

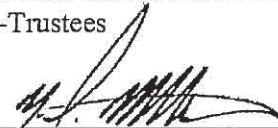
Executed at Newport Beach, California

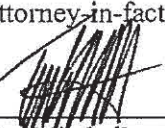
On AUGUST 31, 2001

By LESSOR:

J.W. MITCHELL JR. AND SANDRA L. MITCHELL
FAMILY TRUST dated April 29, 1982
a California family trust, dba J.W. MITCHELL
INVESTMENT

By: K.C. Schaaf and Sandra L. Mitchell,
as Co-Trustees

By: 
Nick Mitchell,
Attorney-in-fact

By: 
Tim Mitchell,
Attorney-in-fact

Address: 2 Corporate Park, Suite 108
Irvine, California 92714
Tel. No. (949) 975-1999
Fax No. (949) 975-1919

Executed at Troy, Michigan

On _____, 2001

By LESSEE:

KMART CORPORATION,
a Michigan corporation

By: _____

Name: _____

Title: _____

Address: 3100 West Big Beaver Road
Troy, Michigan 48084
Attn: Vice President - Real Estate
Tel. No. (248) 614-0611
Fax No. (248) 637-9305



The Parties hereto have executed this Lease at the place on the dates specified above to their respective signatures.

Executed at Newport Beach, California

On _____, 2001

By LESSOR:

J.W. MITCHELL JR. AND SANDRA L. MITCHELL
FAMILY TRUST dated April 29, 1982
a California family trust, dba J.W. MITCHELL
INVESTMENT

By: K.C. Schaaf and Sandra L. Mitchell,
as Co-Trustees

By: _____

Nick Mitchell,
Attorney-in-fact

By: _____

Tim Mitchell,
Attorney-in-fact

Address: 2 Corporate Park, Suite 108
Irvine, California 92714
Tel. No. (949) 975-1999
Fax No. (949) 975-1919

Executed at Troy, Michigan

On Sept 4, 2001

By LESSEE:

KMART CORPORATION,
a Michigan corporation

By:  _____

Name: Paul Springthorpe

Title: Vice president

Address: 3100 West Big Beaver Road
Troy, Michigan 48084
Attn: Vice President - Real Estate
Tel. No. (248) 614-0611
Fax No. (248) 637-9305

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Parcel 1

That portion of the west half of the northwest quarter of Section 6, Township 2 South, Range 6 West, San Bernardino Base and Meridian, described as follows:

Beginning at the southwest corner of the west half of the northwest quarter of said Section 6, thence northerly on the westerly line of said section to the southerly line of highway conveyed to the County of Riverside, by deed recorded November 7, 1912 in Book 360, page 48 of Deeds, records of Riverside County, California; thence easterly, on the southerly line of said highway to point 250 feet east of the west line of the west half of the northwest quarter of said Section 6, measured at right angles thereto; thence southerly parallel with the westerly line of the west half of the northwest quarter of said Section 6, to a point on the southerly line thereof; thence westerly on the southerly line of the West half of the Northwest quarter of said Section 6, 250 feet to the point of beginning.

EXCEPTING THEREFROM the westerly 60 feet thereof conveyed to the State of California by deed recorded November 6, 1943 in Book 608, page 17 of Official Records of Riverside County, California.

ALSO EXCEPTING THEREFROM the property conveyed to the State of California, by deed recorded February 27, 1945 as Instrument No. 2571 of Official Records of Riverside County, California.

Said property is also shown on Record of Survey on file in Book 12, page 57 of Records of Survey, records of Riverside County, California.

Parcel 2

That portion of the west half of the northwest quarter of Section 6, Township 2 South, Range 6 West, San Bernardino Base and Meridian, as shown by Government Survey, lying south of the southwesterly line of the land conveyed to the State of California, for highway purposes by deed recorded December 15, 1944 in Book 658, page 60 of Official Records of Riverside County, California.

EXCEPTING THEREFROM that portion of said northwest quarter lying westerly of a line which is parallel with a distant easterly 250.00 feet measured at right angles from the westerly line of said Section 6.

Said property is also shown on Record of Survey on file in Book 12, page 57 of Records of Survey, records of Riverside County, California.

EXHIBIT A-1

Lessor's Initials
Lessee's Initials

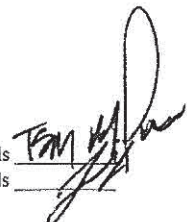


EXHIBIT B

SITE PLAN

[ATTACHED]

EXHIBIT B-1

Lessor's Initials
Lessee's Initials

A handwritten signature in black ink, appearing to be "Emily", is written over the lines for Lessor's and Lessee's Initials.

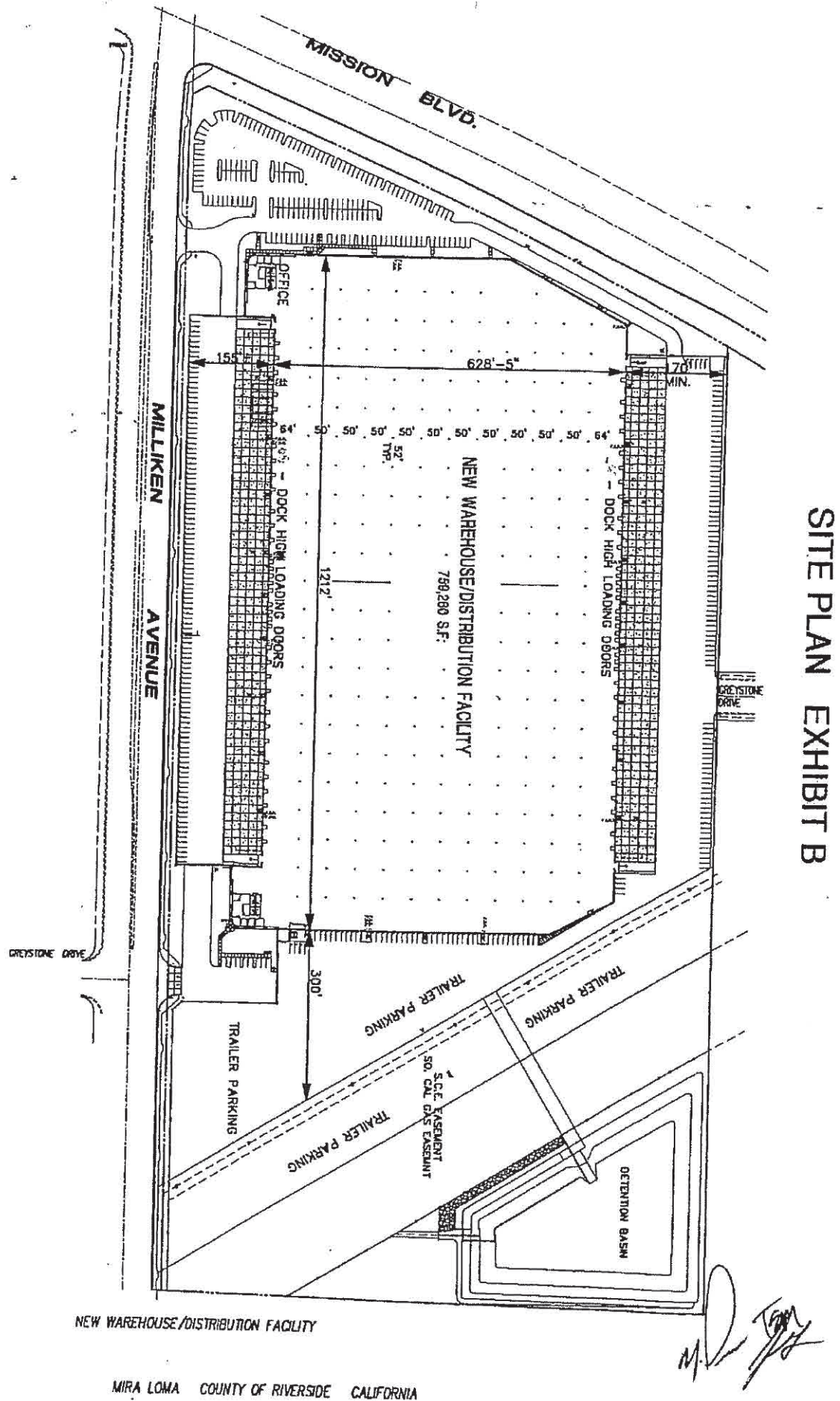


EXHIBIT C

BASE BUILDING

Lessor shall deliver the shell building (the "**Base Building**") in accordance with the plans prepared by Rierson-Duff, Inc. dated October 2, 1998 and October 5, 1998, and by RKZ, Inc. dated September 23, 1999 and March 1, 2000 (collectively, the "**Plans and Specifications**") the cover pages of which are attached hereto as **Schedule 1**. Notwithstanding that only the cover pages of the Plans and Specifications are attached hereto, Lessee acknowledges receipt of a copy of the full Plans and Specifications.

EXHIBIT C-1

Lessor's Initials
Lessee's Initials

[Handwritten signature]

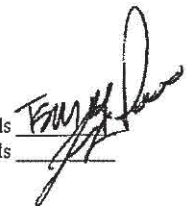
SCHEDULE 1

PLANS AND SPECIFICATIONS

[ATTACHED]

EXHIBIT C-2

Lessor's Initials
Lessee's Initials

A handwritten signature in black ink, appearing to be "EMJ", is written over the lines for Lessor's and Lessee's initials.

J.W. MITCHELL INVESTMENT

S.E. CORNER OF MISSION BOULEVARD
AND MILLIKEN AVENUE
MIRA LOMA, CALIFORNIA

PROJECT OWNER :

J. F. MITCHELL CO., INC.

2 CORPORATE PARK, SUITE 108 (P.O. BOX 16009)
IRVINE, CALIFORNIA 92714

ARCHITECT:

RIERSON-DUFF, INC.

17772 E. 17TH STREET SUITE 104

LOS ANGELES, CALIFORNIA 92780
714/ 731-1140 FAX: 714/ 731-1090

PROJECT REPRESENTATIVES

[illegible]

INDEX TO DRAWINGS

ARCHITECTURAL:	1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8	1-9	1-10	1-11	1-12	1-13	1-14	1-15	1-16	1-17	1-18	1-19	1-20	1-21	1-22	1-23	1-24	1-25	1-26	1-27	1-28	1-29	1-30	1-31	1-32	1-33	1-34	1-35	1-36	1-37	1-38	1-39	1-40	1-41	1-42	1-43	1-44	1-45	1-46	1-47	1-48	1-49	1-50	1-51	1-52	1-53	1-54	1-55	1-56	1-57	1-58	1-59	1-60	1-61	1-62	1-63	1-64	1-65	1-66	1-67	1-68	1-69	1-70	1-71	1-72	1-73	1-74	1-75	1-76	1-77	1-78	1-79	1-80	1-81	1-82	1-83	1-84	1-85	1-86	1-87	1-88	1-89	1-90	1-91	1-92	1-93	1-94	1-95	1-96	1-97	1-98	1-99	1-100	1-101	1-102	1-103	1-104	1-105	1-106	1-107	1-108	1-109	1-110	1-111	1-112	1-113	1-114	1-115	1-116	1-117	1-118	1-119	1-120	1-121	1-122	1-123	1-124	1-125	1-126	1-127	1-128	1-129	1-130	1-131	1-132	1-133	1-134	1-135	1-136	1-137	1-138	1-139	1-140	1-141	1-142	1-143	1-144	1-145	1-146	1-147	1-148	1-149	1-150	1-151	1-152	1-153	1-154	1-155	1-156	1-157	1-158	1-159	1-160	1-161	1-162	1-163	1-164	1-165	1-166	1-167	1-168	1-169	1-170	1-171	1-172	1-173	1-174	1-175	1-176	1-177	1-178	1-179	1-180	1-181	1-182	1-183	1-184	1-185	1-186	1-187	1-188	1-189	1-190	1-191	1-192	1-193	1-194	1-195	1-196	1-197	1-198	1-199	1-200	1-201	1-202	1-203	1-204	1-205	1-206	1-207	1-208	1-209	1-210	1-211	1-212	1-213	1-214	1-215	1-216	1-217	1-218	1-219	1-220	1-221	1-222	1-223	1-224	1-225	1-226	1-227	1-228	1-229	1-230	1-231	1-232	1-233	1-234	1-235	1-236	1-237	1-238	1-239	1-240	1-241	1-242	1-243	1-244	1-245	1-246	1-247	1-248	1-249	1-250	1-251	1-252	1-253	1-254	1-255	1-256	1-257	1-258	1-259	1-260	1-261	1-262	1-263	1-264	1-265	1-266	1-267	1-268	1-269	1-270	1-271	1-272	1-273	1-274	1-275	1-276	1-277	1-278	1-279	1-280	1-281	1-282	1-283	1-284	1-285	1-286	1-287	1-288	1-289	1-290	1-291	1-292	1-293	1-294	1-295	1-296	1-297	1-298	1-299	1-300	1-301	1-302	1-303	1-304	1-305	1-306	1-307	1-308	1-309	1-310	1-311	1-312	1-313	1-314	1-315	1-316	1-317	1-318	1-319	1-320	1-321	1-322	1-323	1-324	1-325	1-326	1-327	1-328	1-329	1-330	1-331	1-332	1-333	1-334	1-335	1-336	1-337	1-338	1-339	1-340	1-341	1-342	1-343	1-344	1-345	1-346	1-347	1-348	1-349	1-350	1-351	1-352	1-353	1-354	1-355	1-356	1-357	1-358	1-359	1-360	1-361	1-362	1-363	1-364	1-365	1-366	1-367	1-368	1-369	1-370	1-371	1-372	1-373	1-374	1-375	1-376	1-377	1-378	1-379	1-380	1-381	1-382	1-383	1-384	1-385	1-386	1-387	1-388	1-389	1-390	1-391	1-392	1-393	1-394	1-395	1-396	1-397	1-398	1-399	1-400	1-401	1-402	1-403	1-404	1-405	1-406	1-407	1-408	1-409	1-410	1-411	1-412	1-413	1-414	1-415	1-416	1-417	1-418	1-419	1-420	1-421	1-422	1-423	1-424	1-425	1-426	1-427	1-428	1-429	1-430	1-431	1-432	1-433	1-434	1-435	1-436	1-437	1-438	1-439	1-440	1-441	1-442	1-443	1-444	1-445	1-446	1-447	1-448	1-449	1-450	1-451	1-452	1-453	1-454	1-455	1-456	1-457	1-458	1-459	1-460	1-461	1-462	1-463	1-464	1-465	1-466	1-467	1-468	1-469	1-470	1-471	1-472	1-473	1-474	1-475	1-476	1-477	1-478	1-479	1-480	1-481	1-482	1-483	1-484	1-485	1-486	1-487	1-488	1-489	1-490	1-491	1-492	1-493	1-494	1-495	1-496	1-497	1-498	1-499	1-500	1-501	1-502	1-503	1-504	1-505	1-506	1-507	1-508	1-509	1-510	1-511	1-512	1-513	1-514	1-515	1-516	1-517	1-518	1-519	1-520	1-521	1-522	1-523	1-524	1-525	1-526	1-527	1-528	1-529	1-530	1-531	1-532	1-533	1-534	1-535	1-536	1-537	1-538	1-539	1-540	1-541	1-542	1-543	1-544	1-545	1-546	1-547	1-548	1-549	1-550	1-551	1-552	1-553	1-554	1-555	1-556	1-557	1-558	1-559	1-560	1-561	1-562	1-563	1-564	1-565	1-566	1-567	1-568	1-569	1-570	1-571	1-572	1-573	1-574	1-575	1-576	1-577	1-578	1-579	1-580	1-581	1-582	1-583	1-584	1-585	1-586	1-587	1-588	1-589	1-590	1-591	1-592	1-593	1-594	1-595	1-596	1-597	1-598	1-599	1-600	1-601	1-602	1-603	1-604	1-605	1-606	1-607	1-608	1-609	1-610	1-611	1-612	1-613	1-614	1-615	1-616	1-617	1-618	1-619	1-620	1-621	1-622	1-623	1-624	1-625	1-626	1-627	1-628	1-629	1-630	1-631	1-632	1-633	1-634	1-635	1-636	1-637	1-638	1-639	1-640	1-641	1-642	1-643	1-644	1-645	1-646	1-647	1-648	1-649	1-650	1-651	1-652	1-653	1-654	1-655	1-656	1-657	1-658	1-659	1-660	1-661	1-662	1-663	1-664	1-665	1-666	1-667	1-668	1-669	1-670	1-671	1-672	1-673	1-674	1-675	1-676	1-677	1-678	1-679	1-680	1-681	1-682	1-683	1-684	1-685	1-686	1-687	1-688	1-689	1-690	1-691	1-692	1-693	1-694	1-695	1-696	1-697	1-698	1-699	1-700	1-701	1-702	1-703	1-704	1-705	1-706	1-707	1-708	1-709	1-710	1-711	1-712	1-713	1-714	1-715	1-716	1-717	1-718	1-719	1-720	1-721	1-722	1-723	1-724	1-725	1-726	1-727	1-728	1-729	1-730	1-731	1-732	1-733	1-734	1-735	1-736	1-737	1-738	1-739	1-740	1-741	1-742	1-743	1-744	1-745	1-746	1-747	1-748	1-749	1-750	1-751	1-752	1-753	1-754	1-755	1-756	1-757	1-758	1-759	1-760	1-761	1-762	1-763	1-764	1-765	1-766	1-767	1-768	1-769	1-770	1-771	1-772	1-773	1-774	1-775	1-776	1-777	1-778	1-779	1-780	1-781	1-782	1-783	1-784	1-785	1-786	1-787	1-788	1-789	1-790	1-791	1-792	1-793	1-794	1-795	1-796	1-797	1-798	1-799	1-800	1-801	1-802	1-803	1-804	1-805	1-806	1-807	1-808	1-809	1-810	1-811	1-812	1-813	1-814	1-815	1-816	1-817	1-818	1-819	1-820	1-821	1-822	1-823	1-824	1-825	1-826	1-827	1-828	1-829	1-830	1-831	1-832	1-833	1-834	1-835	1-836	1-837	1-838	1-839	1-840	1-841	1-842	1-843	1-844	1-845	1-846	1-847	1-848	1-849	1-850	1-851	1-852	1-853	1-854	1-855	1-856	1-857	1-858	1-859	1-860	1-861	1-862	1-863	1-864	1-865	1-866	1-867	1-868	1-869	1-870	1-871	1-872	1-873	1-874	1-875	1-876	1-877	1-878	1-879	1-880	1-881	1-882	1-883	1-884	1-885	1-886	1-887	1-888	1-889	1-890	1-891	1-892	1-893	1-894	1-895	1-896	1-897	1-898	1-899	1-900	1-901	1-902	1-903	1-904	1-905	1-906	1-907	1-908	1-909	1-910	1-911	1-912	1-913	1-914	1-915	1-916	1-917	1-918	1-919	1-920	1-921	1-922	1-923	1-924	1-925	1-926	1-927	1-928	1-929	1-930	1-931	1-932	1-933	1-934	1-935	1-936	1-937	1-938	1-939	1-940	1-941	1-942	1-943	1-944	1-945	1-946	1-947	1-948	1-949	1-950	1-951	1-952	1-953	1-954	1-955	1-956	1-957	1-958	1-959	1-960	1-961	1-962	1-963	1-964	1-965	1-966	1-967	1-968	1-969	1-970	1-971	1-972	1-973	1-974	1-975	1-976	1-977	1-978	1-979	1-980	1-981	1-982	1-983	1-984	1-985	1-986	1-987	1-988	1-989	1-990	1-991	1-992	1-993	1-994	1-995	1-996	1-997	1-998	1-999	1-1000	1-1001	1-1002	1-1003	1-1004	1-1005	1-1006	1-1007	1-1008	1-1009	1-1010	1-1011	1-1012	1-1013	1-1014	1-1015	1-1016	1-1017	1-1018	1-1019	1-1020	1-1021	1-1022	1-1023	1-1024	1-1025	1-1026	1-1027	1-1028	1-1029	1-1030	1-1031	1-1032	1-1033	1-1034	1-1035	1-1036	1-1037	1-1038	1-1039	1-1040	1-1041	1-1042	1-1043	1-1044	1-1045	1-1046	1-1047	1-1048	1-1049	1-1050	1-1051	1-1052	1-1053	1-1054	1-1055	1-1056	1-1057	1-1058	1-1059	1-1060	1-1061	1-1062	1-1063	1-1064	1-1065	1-1066	1-1067	1-1068	1-1069	1-1070	1-1071	1-1072	1-1073	1-1074	1-1075	1-1076	1-1077	1-1078	1-1079	1-1080	1-1081	1-1082	1-1083	1-1084	1-1085	1-1086	1-1087	1-1088	1-1089	1-1090	1-1091	1-1092	1-1093	1-1094	1-1095	1-1096	1-1097	1-1098	1-1099	1-1100	1-1101	1-1102	1-1103	1-1104	1-1105	1-1106	1-1107	1-1108	1-1109	1-1110	1-1111	1-1112	1-1113	1-1114	1-1115	1-1116	1-1117	1-1118	1-1119	1-1120	1-1121	1-1122	1-1123	1-1124	1-1125	1-1126	1-1127	1-1128	1-1129	1-1130	1-1131	1-1132	1-1133	1-1134	1-1135	1-1136	1-1137	1-1138	1-1139	1-1140	1-1141	1-1142	1-1143	1-1144	1-1145	1-1146	1-1147	1-1148	1-1149	1-1150	1-1151	1-1152	1-1153	1-1154	1-1155	1-1156	1-1157	1-1158	1-1159	1-1160	1-1161	1-1162	1-1163	1-1164	1-1165	1-1166	1-1167	1-1168	1-1169	1-1170	1-1171	1-1172	1-1173	1-1174	1-1175	1-1176	1-1177	1-1178	1-1179	1-1180	1-1181	1-1182	1-1183	1-1184	1-1185	1-1186	1-1187	1-1188	1-1189	1-1190	1-1191	1-1192	1-1193	1-1194	1-1195	1-1196	1-1197	1-1198	1-1199	1-1200	1-1201	1-1202	1-1203	1-1204	1-1205	1-1206	1-1207	1-1208	1-1209	1-1210	1-1211	1-1212	1-1213	1-1214	1-1215	1-1216	1-1217	1-1218	1-1219	1-1220	1-1221	1-1222	1-1223	1-1224	1-1225	1
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[illegible]

1-1	PRODUCTION PLAN
1-2	PRODUCTION SCHEDULE PLAN
2-3	PRODUCTION SCHEDULE PLAN
3-4	PRODUCTION SCHEDULE PLAN
4-5	PRODUCTION PLAN
5-6	PRODUCTION SCHEDULE PLAN
6-7	PRODUCTION SCHEDULE PLAN
7-8	PRODUCTION SCHEDULE PLAN
8-9	PRODUCTION SCHEDULE PLAN
9-10	PRODUCTION SCHEDULE PLAN
10-11	PRODUCTION SCHEDULE PLAN

PROJECT STATUS

[illegible]

Order for the Attorney's fees and costs shall be paid by the party who caused the litigation.

EXHIBIT C

RIERSON-DUFF, INC. OCTOBER 2 & 5, 1998

J.W. MITCHELL INVESTMENT

3100 MILLIKEN AVENUE
MIRA LOMA, CALIFORNIA 91752

PROJECT OWNER :
J.W. MITCHELL CO., INC.

2 CORPORATE PARK, SUITE 108 (P.O. BOX 16009)
IRVINE, CALIFORNIA 92714

ARCHITECT:

rkz, inc.
17772 E. 17TH. STREET, SUITE 104
TUSTIN, CALIFORNIA, 92780
714/731-1140 FAX: 714/731-1090

EXHIBIT C

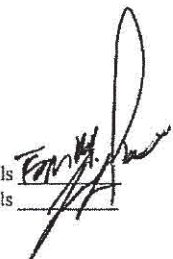
RKZ, INC. SEPTEMBER 23, 1999

EXHIBIT D
GRADING PLANS
[ATTACHED]

EXHIBIT D-1

DOCSOC\844426v3\11533.0135

Lessor's Initials
Lessee's Initials

A handwritten signature in black ink, appearing to be "E. J. [unclear]", is written over the signature lines. The signature is stylized and extends above the "Lessor's Initials" line.

KCT CONSULTANTS, INC. NOVEMBER, 2000

EXHIBIT E

TENANT'S MAINTENANCE OBLIGATIONS

[ATTACHED]

EXHIBIT E-1

DOCSOC\844426v3\11533.0135

Lessor's Initials _____
Lessee's Initials _____

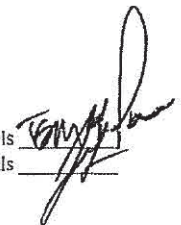
A handwritten signature in black ink, appearing to be "T. J. [unclear]", is written over the signature lines.

EXHIBIT "E"

8/29/01

RE: TOYSRUS.COM BUILDING
3100 MILLIKEN AVE., MIRA LOMA, CA
BUILDING WALK THROUGH ON 8/29/01

LIST OF DAMAGE/NON-MAINTENANCE ITEMS (EXTERIOR)

1. BLOCK WALL DAMAGE AT NORTHEAST GATE. FIRST STEP IN WALL—TWO (2) TOP BLOCKS BROKEN. NEED TO BE REPLACED. THERE ARE SEVERAL AREAS ALONG THIS NORTHEAST WALL IN NEED OF REPAIR. (PHOTO)
2. WEED ABATEMENT NEEDED IN NORTHEAST LOADING DOCK AREA
3. FIRE SPRINKLER DRAIN LINE LEAKING AT NORTHEAST DOCK DOOR # 122. RUST ON WALL BETWEEN DOCKS—NEEDS TO BE CLEANED & REPAINTED AFTER VALVE FOR SPRINKLER IS REPLACED OR REPAIRED.
4. TRANSFORMER INSTALLED AT MAN DOOR # 205: NEEDS ASPHALT PUT IN PLACE AROUND BASE
5. WEST SIDE OF BUILDING BETWEEN DOCK DOORS # 304 & 305—SPRINKLER LINE DRAIN CAUSING RUST ON WALL—REPAINT.
6. DOCK DOOR # 335: CHIPS IN CONCRETE AT BASE—REPAIR WITH MORTAR& PAINT.
7. RUST STAINS ON WALLS BELOW ALL DOCK LEVELOR AREAS—NEED TO BE CLEANED, CAULKED AND PAINTED.
8. RUST ON WALL BELOW DOCK DOOR # 365 ON WALL & CONCRETE—CLEAN & REPAINT. NEED TO POWER WASH RUST OFF CONCRETE WHERE LARGE DUMPSTER WAS STATIONED.
9. SHORT WALL AT ENTRANCE TO BUILDING IN NORTHWEST CORNER—2 AREAS NEED TO BE REPAIRED WITH MORTAR (PHOTOS)
10. CAP MISSING OFF FIRE HYDRANT AT NORTHWEST PARKING LOT.
11. TREE MISSING FROM PLANTER IN NORTHWEST PARKING LOT—LAST PLANTER ON LEFT WHEN HEADING EAST TOWARD REAR OF BUILDING (EAST SIDE DOCK AREA)
12. GROUND CONVER MISSING IN AREAS ALONG NORTH SLOPE OF PARKING LOT.
13. ALL FIRE LANE CURBS & FIRE LINES IN NEED OF NEW PAINT.

[Handwritten signature]
FEM

EXHIBIT "E"

Page 2

TOYSRUS.COM BUILDING
3100 MILLIKEN AVE., MIRA LOMA, CA
BUILDING WALK THROUGH ON 8/29/01

LIST OF DAMAGE/NON-MAINTENANCE ITEMS (EXTERIOR)(cont.)

ROOF

14. SERVICE ALL A/C UNITS.
15. SKYLIGHT OPENED: SKYLIGHT LOCATED APPROXIMATELY 3RD ROW
CENTER OF BUILDING FROM NORTH END—CLOSE.
16. SKYLIGHT OPENED: SKYLIGHT LOCATED APPROXIMATELY 6TH ROW
CENTER OF BUILDING FROM NORTH END—CLOSE.
17. MINOR DEBRIS BUILD UP AT SOUTHEAST CORNER—REMOVE.
18. GRANULE & DEBRIS BUILD UP ALONG SOUTH PARAPET WALL FROM
EAST TO WEST—REMOVE.
19. HEAVY GRANULE BUILD UP IN SOUTHWEST CORNER—REMOVE.
20. GRANULE BUILD UP AT ALL SCUPPERS ALONG WEST PARAPET WALL—
REMOVE.

Handwritten signature and initials, possibly "H. J. [unclear]" and "TMM".

EXHIBIT "E"

TOYSRUS.COM BUILDING
3100 MILLIKEN AVE, MIRA LOMA, CA
BUILDING WALK-THROUGH ON 8/31/01

LIST OF DAMAGE/NON-MAINTENANCE ITEMS (INTERIOR BUILDING)

1. SOUTHWEST CORNER OFFICE: MINOR DAMAGE TO EXTERIOR OFFICE DRYWALL
2. WOMEN'S RESTROOM AT SOUTHWEST CORNER OFFICE AREA: REPAIR ONE TOILET.
3. ELECTRIC ROOM IN SOUTHWEST CORNER: CAULK ALL PIPE PENETRATIONS WHERE PIPE GOES THROUGH CEILING.
4. RAMP DOOR # 301 OUT OF SERVICE: CABLE HANGING LOOSE FROM DOOR—REPAIR.
5. SERVICE ALL DOCK LEVELORS
6. SERVICE ALL DOCK & RAMP DOORS
7. SERVICE ALL MAN DOORS
8. DOCK DOOR # 330: DAMAGE TO PANELS—REPLACE 2 PANELS.
9. DOCK DOOR # 335: DAMAGE TO BOTTOM PANEL—REPLACE.
10. DOCK DOOR # 340: DAMAGE TO PANEL AT BOTTOM LEFT—REPLACE PANEL.
11. DOCK DOOR # 350: DAMAGE TO PANEL & RAIL AT BOTTOM LEFT—REPLACE BOTH PANEL & RAIL.
12. DOCK DOOR # 153: DAMAGE TO BOTTOM PANEL—REPLACE.
13. NORTHWEST OFFICE AREA: MINOR DRYWALL DAMAGE TO EXTERIOR WALLS—REPAIR.
14. NORTHWEST OFFICE AREA: DRYWALL DAMAGE TO INTERIOR OFFICE—REPAIR.
15. BREAK ROOM AT NORTHWEST OFFICE AREA: MIRROR MISSING ABOVE SINK IN MEN'S RESTROOM—REPLACE.
16. REPLACE ALL DAMAGED CEILING TILES IN ALL OFFICES THROUGHOUT WAREHOUSE CAUSED BY CONDENSATE LEAKS FROM A/C UNITS.
17. NORTHEAST CORNER WAREHOUSE MEN'S RESTROOM: REINSTALL PARTITIONS.
18. NORTHEAST CORNER WAREHOUSE REST ROOMS: MINOR DRYWALL DAMAGE—REPAIR.
19. NORTHEAST CORNER OFFICE AREA: DRYWALL DAMAGE TO EXTERIOR WALLS—REPAIR.
20. NORTHEAST CORNER OFFICE AREA: DRYWALL DAMAGE TO INTERIOR WALLS—REPAIR.
21. DOCK DOOR # 106: DAMAGE TO BOTTOM PANEL—REPLACE.
22. DOCK DOOR # 137: DAMAGE TO BOTTOM PANEL—REPLACE.
23. DOCK DOOR # 162: DAMAGE TO BOTTOM PANEL—REPLACE.
24. DOCK DOOR # 170: DAMAGE TO BOTTOM PANEL—REPLACE.



EXHIBIT "E"

TOYSRUS.COM BUILDING
3100 MILLIKEN AVE., MIRA LOMA, CA
BUILDING WALK THROUGH ON 8/31/01

LIST OF DAMAGE/NON-MAINTENANCE ITEMS (INTERIOR BUILDING)

25. CONCRETE SLAB NON-MAINTENANCE: SPALL IN CONCRETE AT SOUTHEAST CORNER OF K-RAIL BETWEEN K-RAIL AND INTERIOR OFFICE—REPAIR.
26. CONCRETE SLAB NON-MAINTENANCE: CRACK IN CONCRETE SLAB APPROXIMATELY 24 FEET WEST OF SPALL (SEE # 25)
27. CONCRETE SLAB NON-MAINTENANCE: SPALL REPAIR NEEDED APPROXIMATELY 60 FEET EAST OF DOCK DOOR # 338.
28. CONCRETE SLAB NON-MAINTENANCE: JOINT FILLER DELAMINATING FROM ONE OR BOTH SIDES OF JOINTS THROUGHOUT WAREHOUSE AREA—REPAIR.
29. CONCRETE SLAB NON-MAINTENANCE: SPALL BETWEEN INTERIOR OFFICE AND RACKING APPROXIMATELY 42 FEET EAST OF K-RAIL—REPAIR.
30. CONCRETE SLAB NON-MAINTENANCE: 2 SMALL SPALLS IN CONCRETE APPROXIMATELY 60 FEET EAST OF MAN DOOR # 343—REPAIR.
31. CONCRETE SLAB NON-MAINTENANCE: 2 SPALLS IN CONCRETE AT LOCATION # R27-A37-A1—REPAIR.

H. Lee
Team

Sep-06-01 11:01am From-SYC&R

949 725 4100

T-173 P.002/002 F-715

**CERTIFICATE OF INCUMBENCY AND
CERTIFIED COPY OF BY-LAWS**

I, John D. Gaber, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Kmart Corporation, a Michigan corporation; that I have custody of the records and corporate seal of said Corporation, and that:

1. Paul Springthorpe is and has been at all times since January 29, 2001, a duly elected and qualified Vice President of Kmart Corporation.
2. As of this date, the following portion of the By-Laws of this Corporation, and the said By-Laws are now in full force and effect and have not been altered, amended or repealed, except as shown therein:

ARTICLE III. Section 3 of the By-Laws of Kmart Corporation:

The Vice Presidents shall perform such duties as may be designated by the Chairman of the Board or the President, subject to the direction of the Board of Directors. Any Vice President shall have authority to execute on behalf of the Company any and all contracts, agreements, bonds, deeds, mortgages, leases or other obligations of the Company.

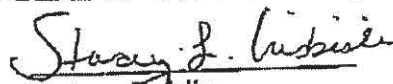
This Certificate has been executed on September 4, 2001.


John D. Gaber

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Before me, a Notary Public in and for said state, on this day personally appeared John D. Gaber, Assistant Secretary of Kmart Corporation, a Michigan corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on September 4, 2001.


Notary Public

STACEY L. WISBISKI
Notary Public, Macomb County, Mich.
Acting in Oakland County, Mich.
My Commission Expires 01-13-2005

EXHIBIT 2

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**Amendment**") is made and entered into as of the 24th day of September, 2015 ("**Effective Date**") by and between J. W. MITCHELL COMPANY, LLC, a California limited liability company ("**Lessor**"), and KMART CORPORATION, a Michigan corporation, ("**Lessee**") (collectively the "**Parties**," or individually a "**Party**").

RECITALS

A. K. C. SCHAAF AND SANDRA L. MITCHELL, AS CO-TRUSTEES OF THE J. W. MITCHELL, JR., AND SANDRA L. MITCHELL FAMILY TRUST DATED APRIL 29, 1982, as amended, dba J. W. MITCHELL INVESTMENT ("**Original Lessor**") as Lessor and KMART CORPORATION ("**Lessee**"), as Lessee, entered into that certain Lease dated as of September 1, 2001 (the "**Original Lease**"), concerning certain real property located at 3100 Milliken Avenue, Mira Loma (now Eastvale), California (the "**Premises**"). The Original Lease, as modified by this Amendment, is hereby defined as the "**Lease**."

B. J. W. MITCHELL COMPANY, LLC, has succeeded to the Original Lessor's right, title and interest in, under and to the Lease.

C. The Parties desire to amend the Original Lease to extend the Term and otherwise modify the Lease, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Parties hereby confirm the accuracy of the above Recitals.
2. **Extension of Term; Exercise of Option to Extend.** (a) The Term of the Lease (the "**Term**") is scheduled to expire on September 30, 2016. The Term of the Lease is hereby extended to September 30, 2021 ("**Scheduled Expiration Date**") by Lessee's exercise of the first Option Term provided for in Section 39. Option to Extend of the Original Lease. The period from October 1, 2016, through and including the Scheduled Expiration Date is referred to herein as the "**Initial Option Term**." (b) Lessee shall have one five-year option (the "**Second Option Term**") remaining in accordance with Section 39. Option to Extend of the Original Lease.

3. **Option Rent.** (a) The Base Rent for the **Initial Option Term** shall be TWO-HUNDRED NINETY-TWO THOUSAND THREE-HUNDRED FIFTEEN DOLLARS AND TEN CENTS (\$292,315.10) payable monthly in accordance with the terms in Section 4. Rent of the Original Lease. (b) The Base Rent for the **Second Option Term** shall be THREE-HUNDRED THIRTY-SIX THOUSAND THREE-HUNDRED FIFTY-TWO DOLLARS AND EIGHTEEN CENTS (\$336,352.18) payable monthly in accordance with the terms in Section 4. Rent of the Original Lease.

4. **No Brokers.** Each of Lessor and Lessee hereby represents and warrants to the other that it has not had any dealings with any real estate broker or agent in connection with the negotiation of this Amendment. Each party agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation claimed by any broker or agent asserting that it represented an indemnifying party or by virtue of its relationship with such indemnifying party.

5. **No CASp Inspection.** Lessor hereby discloses to Lessee pursuant to California Civil Code Section 1938 that, as of the Effective Date, the Premises have not been inspected by a California-approved Certified Access Specialist.

6. **Miscellaneous.**

- (a) **Capitalized Terms.** All capitalized terms not defined herein shall have the same meanings given thereto in the Original Lease.
- (b) **No Other Agreements.** The parties hereby acknowledge that there are no other agreements or representations, written or verbal, between the parties concerning the Lease, this Amendment or the Premises other than the Lease and this Amendment.
- (c) **Effect of Amendment/Entire Agreement.** Except to the extent this Amendment modifies the Lease, the remaining terms and conditions of the Lease shall remain unmodified and in full force and effect. In the event of a conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control. This Amendment and the Lease (as amended hereby) embodies the entire agreement between the parties hereto with respect to its subject matter and may be changed only by an instrument in writing signed by all of the parties hereto.
- (d) **Authority.** Each individual executing this Amendment on behalf of a corporation, limited liability company, partnership or trust represents that he or she is duly authorized to execute and deliver this Amendment for such corporation, limited liability company, partnership or trust, and that this Amendment is binding upon such corporation, limited liability company, partnership or trust in accordance with its terms.

- (e) **Successors.** This Amendment shall be binding on and inure to the benefit of Lessor and Lessee and their respective successors, heirs and assigns.
- (f) **Further Assurances.** Each party to this Amendment shall deliver such further documents and instruments, and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Amendment.
- (g) **Attorneys' Fees.** If any dispute, action, lawsuit or proceeding relating to this Amendment, or any default hereunder, whether or not any action, lawsuit or proceeding is commenced, the non-prevailing party shall reimburse the prevailing party for its attorneys' fees and all fees, costs and expenses incurred in connection with such dispute, action, lawsuit or proceeding, including, without limitation, any post-judgment fees, costs or expenses incurred on any appeal, in collection of any judgment or in appearing in any bankruptcy proceeding (including, without limitation, any post-petition proceedings). The prevailing party shall be determined under Civil Code Section 1717(b)(a) or any successor statute.
- (h) **Governing Law.** This Amendment was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.
- (i) **Counterparts.** This Amendment may be executed in facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

LESSOR:

J. W. MITCHELL COMPANY, LLC,
a California limited liability company

By: 

Timothy S. Mitchell
Manager

LESSEE:

KMART CORPORATION,
a Michigan corporation

By: 

Printed Name and Title:

JoAnn C. Albanese
DVP, Real Estate



EXHIBIT 3



RIVERSIDE COUNTY SECURED PROPERTY TAX BILL

Do 184838 Filed 01/25/19 Entered 01/25/19 14:32:17 Exhibit Part
 Offices in Riverside, San Diego, and Fontana
 Visit our website: www.countytreasurer.org
 Pg 26 of 26

JUN CHRISTENSEN 001934
 TREASURER-TAX COLLECTOR
 0800 E. Main St. (1st Floor) Riverside, CA 92501
 (P.O. Box 12005, Riverside, CA 92502-2205)
 Telephone: (951) 955-3900
 or, from area codes 951 and 760 only
 toll free: 1 (877) RIVCOTX (748-2689)

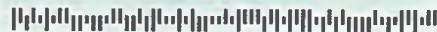
Property 156020052-7 42.77 ACRES M/L IN POR NW 1/4 OF SEC 6 T2
 Data TOTAL DESCRIPTION SEE ASSESSORS MAPS
 Address 3100 MILLIKEN AVE MIRA LOMA 91752
 Owner, JANUARY 1, 2018 J W MITCHELL CO

ASSESSMENT NUMBER

156020052-7

Tax Rate Area	Bill Number
027-036	000145480

J W MITCHELL CO
 75 ARGONAUT STE A
 ALISO VIEJO CA 92656-4153



All questions about ownership, values or exemptions must be directed to the Riverside County Assessor at (951) 955-6200.

UNPAID PRIOR-YEAR TAXES

(See Item #6 on reverse)

NONE

Tax bill requested by	Loan Identification	Multiple Bills

CHARGES LEVIED BY TAXING AGENCIES (See Item #4 on reverse)		AMOUNT
1% TAX LIMIT PER PROP 13		355149.37
JURUPA UNIFIED SCHOOL	(951) 360-4107	30958.37
RIVERSIDE CITY COMMUNITY COLLEGE	(951) 222-8789	5249.10
MWD WEST 1302999	(213) 217-7619	1243.02
FLD CNTL STORMWATER/CLEANWATER	(800) 439-6553	1924.64
CFD 1 JURUPA	(800) 439-6553	30754.20
JURUPA PARK & REC MAINT	(888) 510-0290	150.00
MWD STANDBY WEST	(866) 807-6864	394.76

LAND	5,533,612
STRUCTURES	29,981,325
TRADE FIXTURES	
TREES & VINES	
BUSINESS PERSONAL PROPERTY	
FULL VALUE	35,514,937
EXEMPTIONS	
NET VALUE	35,514,937
TAX RATE PER \$100 VALUE	1.10545
TAXES	\$392,599.86
Special Assessments & Fixed Charges	\$33,223.60
TOTAL AMOUNT	\$425,823.46

RECEIVED

OCT 12 2018

J.W. MITCHELL

PLEASE KEEP TOP PORTION FOR YOUR RECORDS
 (NO RECEIPTS WILL BE ISSUED - YOUR CANCELLED CHECK IS YOUR RECEIPT)

\$212,911.73	\$212,911.73
Add 10% penalty after 12/10/2018	Add 10% penalty plus cost after 04/10/2019
\$212,911.73	\$212,911.73

PAY	DUE FEBRUARY 1, 2019	
	PAY BY APRIL 10, 2019	\$212,911.73
	IF PAID AFTER APRIL 10, 2019	
	ADD 10% penalty plus cost	\$21,329.79
	DELINQUENT	
	2nd INSTALLMENT AMOUNT	
	(If over \$25,000, see Item #1 on reverse)	

SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT
 RIVERSIDE COUNTY
 2018-2019 SECURED PROPERTY TAX BILL
 PARTIAL PAYMENTS ARE NOT ACCEPTED

10918
 ASSESSMENT NUMBER
 156020052-7
 Bill Number
 000145480



☐ Check here for a change of mailing address.
 Please provide all corrections on the reverse side.

2nd
 INSTALLMENT
 cannot be paid unless 1st installment is paid

If paying in person at one of our offices, bring this entire bill or no receipt will be issued.

1560200527 00021291173 022018 000145480 01

Pay taxes online by eCheck, credit/debit card



0220181560200527000212911730410201900023424152241145480

PAY	DUE NOVEMBER 1, 2018	
	PAY BY DECEMBER 10, 2018	\$212,911.73
	IF PAID AFTER DECEMBER 10, 2018	
	ADD 10% penalty	\$21,291.16
	DELINQUENT	
	1st INSTALLMENT AMOUNT	
	(If over \$25,000, see Item #1 on reverse)	

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT
 RIVERSIDE COUNTY
 2018-2019 SECURED PROPERTY TAX BILL
 PARTIAL PAYMENTS ARE NOT ACCEPTED

10918
 ASSESSMENT NUMBER
 156020052-7
 Bill Number
 000145480



☐ Check here for a change of mailing address.
 Please provide all corrections on the reverse side.

1st
 INSTALLMENT

If paying in person at one of our offices, bring this entire bill or no receipt will be issued.

1560200527 00021291173 012018 000145480 01

Pay taxes online by eCheck, credit/debit card



0120181560200527000212911731210201800023420289230145480